

1 BILL NO. R-85-01-24

2 DECLARATORY RESOLUTION NO. R-08-85

3 A DECLARATORY RESOLUTION designating
4 an "Economic Revitalization Area"
under I.C. 6-1.1-12.1.

5 WHEREAS, Petitioner has duly filed its petition dated
6 January 2, 1985, to have the following described property desig-
7 nated and declared an "Economic Revitalization Area" under Divi-
8 sion 6, Article II, Chapter 2 of the Municipal Code of the City
9 of Fort Wayne, Indiana, of 1974, as amended, and I.C. 6-1.1-12.1,
10 to-wit:

11 Lot Number 100 and the West 30
12 feet of Lot Number 101 in Elzey's
13 First Addition to the Original
Plat of Waynedale, Allen County,
Indiana;

14 125 feet of even width off of
15 the entire north end of the follow-
ing described tracts of real
estate, to-wit:

16 Lot No. 102 in Elzey's First
17 Addition to the original plat
18 of Waynedale all according to
the recorded plat thereof;

19 ALSO, the east half of Lot No.
20 101 in Elzey's First Addition
21 to the original plat of Waynedale,
all according to the recorded
plat thereof;

22 East 30 feet of the South 195
23 feet of Lot No. 101 and the South
24 195 feet of Lot No. 102 in Elzey's
First Addition to Waynedale,
in Sec. 28, Twp. 30 North, R-12-E;

25 said property more commonly known as 6800 Bluffton Road, Fort
26 Wayne, Indiana 46809;

27 WHEREAS, it appears that said petition should be pro-
28 cessed to final determination in accordance with the provisions
29 of said Division 6.

30 NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL
31 OF THE CITY OF FORT WAYNE, INDIANA:
32

1 Page Two

2 SECTION 1. That, subject to the requirements of Section
3 4, below, the property hereinabove described is hereby designated
4 and declared an "Economic Revitalization Area" under I.C. 6-1.1-
5 12.1. Said designation shall begin upon the effective date of
6 the Confirming Resolution referred to in Section 3 of this Resolu-
7 tion and shall continue for one (1) year thereafter. Said desig-
8 nation shall terminate at the end of that one-year period.

9 SECTION 2. That upon adoption of this Resolution:

10 (a) Said Resolution shall be filed with the Allen
11 County Assessor;

12 (b) Said Resolution shall be referred to the Committee
13 on Finance and shall also be referred to the De-
14 partment of Economic Development requesting a re-
15 commendation from said department concerning the
16 advisability of designating the above designated
17 area an "Economic Revitalization Area";

18 (c) Common Council shall publish notice in accordance
19 with I.C. 5-3-1 of the adoption and substance of
20 this Resolution and setting this designation as an
21 "Economic Revitalization Area" for public hearing;

22 (d) If this Resolution involves an area that has al-
23 ready been designated an allocation area under
24 I.C. 36-7-14-39, then the Resolution shall be re-
25 ferred to the Fort Wayne Redevelopment Commission
26 and said designation as an "Economic Revitalization
27 Area" shall not be finally approved unless said
28 Commission adopts a resolution approving the peti-
29 tion.

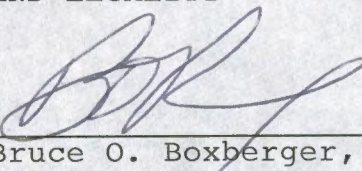
30 SECTION 2. That this Resolution shall be subject to
31 being confirmed, modified and confirmed or rescinded after public
32 hearing and receipt by Common Council of the above described re-
commendations and resolution, if applicable.

1 Page Three

2 SECTION 4. That this Resolution shall be in full force
3 and effect from and after its passage and any and all necessary
4 approval by the Mayor.

5 
6 _____
7 Councilmember

8 APPROVED AS TO FORM
9 AND LEGALITY

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11 _____
12 Bruce O. Boxberger, City Attorney

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Fox River Bond
25% COTTON

Read the first time in full and on motion by _____,
seconded by _____, and duly adopted, read the second time
by title and referred to the Committee _____ (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, the _____ day of _____,
19 _____, at _____ o'clock _____ .M., E.S.T

DATE: _____

SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by President,
seconded by Quinta, and duly adopted, placed on its
passage. PASSED ~~(Lost)~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	_____	_____	_____	<u>✓</u>	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 1-22-85.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~)
(~~SPECIAL~~) (~~ZONING MAP~~) ORDINANCE (RESOLUTION) NO. B-08-85
on the 22nd day of January, 19 85,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 23rd day of January, 19 85,
at the hour of 11:30 o'clock 4 .M., E.S.T

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 23 day of January,
19 85, at the hour of 300 o'clock P .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

Jerry Clinger



APPLICATION FOR DESIGNATION
AS AN ECONOMIC REVITALIZATION AREA
-REAL ESTATE TAX ABATEMENT-

This application is to be completed and signed by the owner of the property where development or rehabilitation is to occur. The City of Fort Wayne, Indiana, reviews this application for designation as an "Economic Revitalization Area" in regards to its responsibility under Public Law 69, enacted by the General Assembly of the State of Indiana in 1977; and all subsequent amendments made by the General Assembly thereafter.

1. Applicant Azar's Big Boy No. 1, Inc., d/b/a Waynedale Big Boy
2. Owner(s) ¹Alexander A. Azar, ²David A. Azar
3. Address of Owner(s) ¹5305 Old Mill Road, Fort Wayne, IN 46807
²5626 Indiana Avenue, Fort Wayne, IN 46807
4. Telephone Number of Owner(s) (219) 424-1972 (Business)
5. Relationship of Applicant to Owner(s) if any Division of Parent Company
Owned by Owners
6. Address of Applicant 1010 North Coliseum Boulevard
Fort Wayne, Indiana 46805
7. Telephone number of Applicant (219) 424-1972
8. Address of Property Seeking Designation 6800 Bluffton Road, Fort Wayne, IN 46809
9. Legal Description of Property Proposed for Designation (may be attached) Please see attached deeds, offer to purchase real estate and certificate of survey for legal descriptions.
10. Township Wayne
11. Taxing District Fort Wayne - Wayne

12. Current Zoning B-3B
13. Variance Granted (if any) City of Fort Wayne requesting 15 feet additional right-of-way @ Bluffton & Lower Huntington Roads.
14. Current Use of Property
- a. How is property presently used? Partially vacant with one building located thereon.
- b. What Structure(s) (if any) are on the property? Big Boy Family Restaurant
- b. What is the condition of this structure/these structures? Very small and old
15. Current Assessed Value of Real Estate
- a. Land \$43,500 } See attached Certificate of Survey and
- b. Improvements \$24,100 } copies of real estate tax bills.
16. Amount of Total Property Taxes Owed During the Immediate Past Year
- \$5,142.72 (741.74 + 205.40 + 441.24 + 1,182.98 x 2)
17. Description of Proposed Improvements to the Real Estate
- Construction of a 5,500 square foot Big Boy Family Restaurant, razing of the old building, and resurfacing entire area.
18. Development Time Frame
- a. When will physical aspects of development or rehabilitation begin?
- December 1, 1984
- b. When is completion expected? June 1, 1985
19. Cost of Project (not including land costs) \$725,000.00

20. Permanent Jobs Resulting from Completed Project

a. How many permanent jobs will be employed at of in connection with the project after it is completed? 34 full-time, 9 part-time

lation of this new manufacturing equipment? _____

b. What is the nature of those jobs? Waitpersons, buspeople, dishwashers, cooks, managers.

c. Anticipated time frame for reaching employment level stated above?

August 1, 1984

21. Additional municipal services necessitated by installation of new manufacturing equipment (e.g. enlargement of sewer, etc.) _____

New 8" Sewer; new 4" water service; additional gas service provided by NIPSCO.

22. Undesirability for Normal Development

What evidence can be provided that the project property is located in an area "which has become undesirable for, or impossible of, normal development and occupancy because of a lack of age, development, cessation of growth, deterioration of improvements or character of occupancy, obsolescence, substandard buildings or other factors which have impaired values or prevent a normal development of property or use of property"? _____

N/A -- filling station set on property which we own. Filling station torn down and will now be the site of the new Big Boy restaurant.

23. How will the proposed designation further the economic development objectives of the City of Fort Wayne? Add new jobs; enhance area in

anticipation of growth due to General Motors.

24. Instrument Number of Commitments or Covenants Enforceably by the City of Fort Wayne or Allen County (if any). Provide brief description of same, or a copy thereof. _____

N/A

25. Zoning Restrictions

Will this project require a rezoning, variance, or approval before construction is initiated? X YES NO

26. Financing on Project

What is the status of financing connected with this project?

503 loan application with Lincoln National Bank & Trust Company participating.

I hereby certify that the information and representation on this Application are true and complete.

David A. Bar
Signature(s) of Owners

Richard A. Taylor

10/27/84

Date

12/27/84

Information Below to be filled in by Department of Economic Development:

Date Application Received:

Date Application Forwarded to Law Dept:

Date of Legal Notice Publication:

Date of Public Hearing:

Date of Building Permit:

Approved or Denied? Date:

Allocation Area:

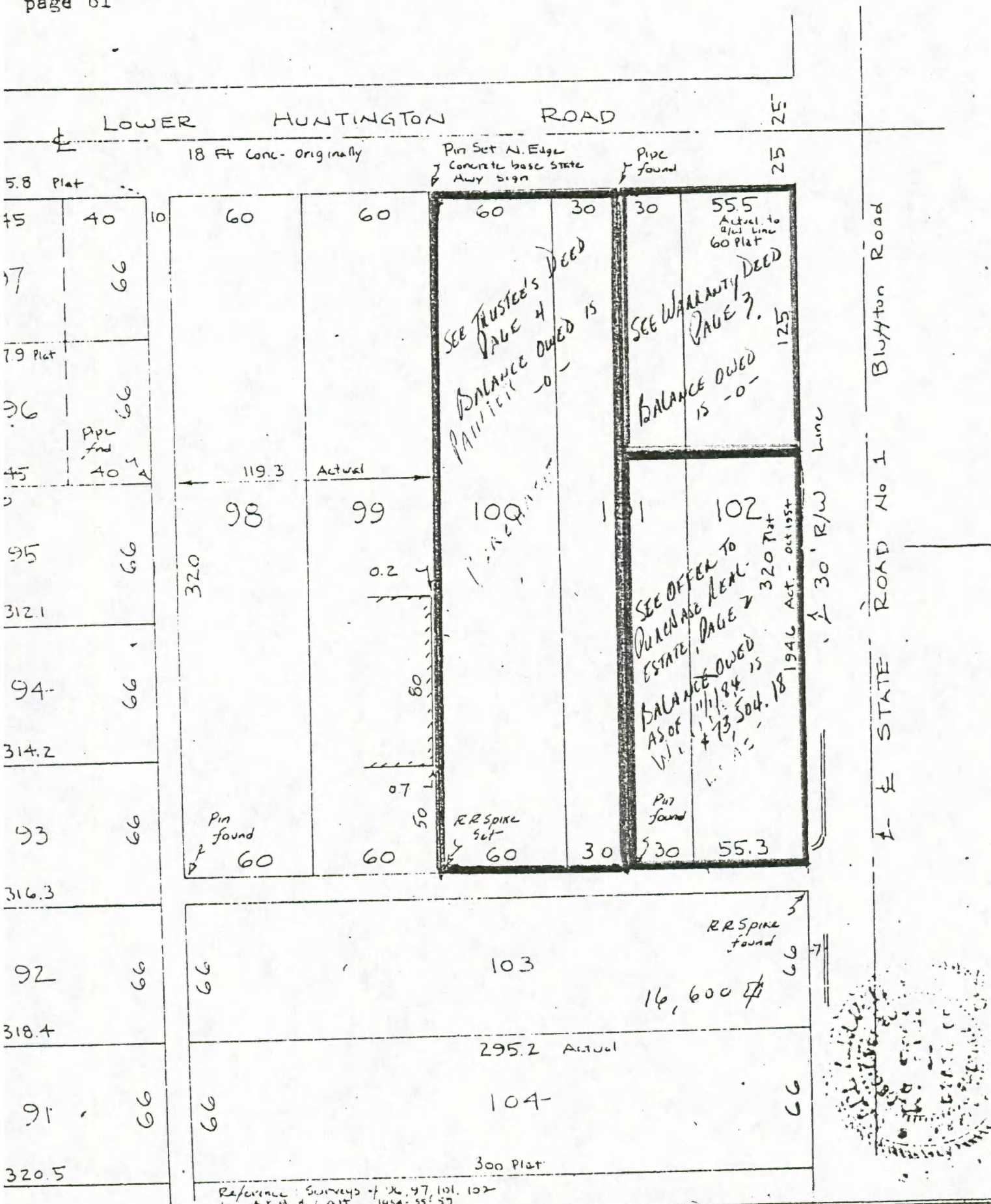
OFFICE OF **A. K. HOFER** AND **CARL A. HOFER**
CIVIL ENGINEERS - FORT WAYNE, INDIANA

Registered in Indiana
No. 72
No. 7122

This document is the record of a resurvey of land and real estate situated in the City of Fort Wayne, Allen County, Indiana, made in accordance with the plat and deed record thereof on file in the Office of Recorder of said County and State. The land below described exists in full dimension as herein noted in feet, and is free from encroachments by adjoining landowners, and furthermore, contains entirely within its boundaries the structures of the buildings on it situated; all as below indicated in detail. Any exceptions or discrepancies are below noted.

DESCRIPTION OF PROPERTY for No. 100 and the West 30 feet of Lot 101
ELZEY'S FIRST ADDITION to Waynedale, Indiana

Plat Book 11
page 61



IN WITNESS WHEREOF, I place my hand and
seal, this 17 day of December, 1960

Carl A. Hofer

MAIL TAX BILLS TO: 1010 Coliseum Boulevard North,
Fort Wayne, IN 46805
TRUSTEE'S

QUIT CLAIM DEED

83-000488

This indenture witnesseth that LINCOLN NATIONAL BANK AND TRUST COMPANY OF FORT WAYNE, as Trustee of the Venette and Mabel Sites Foundation, by the undersigned, its duly authorized officers,

of Allen County in the State of

Indiana

Releases and quit claims to AZAR'S, INC.,

of Allen County in the State of

Indiana

for and in consideration of ten dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the following Real Estate in Allen County in the State of Indiana, to wit:

Lot Number 100 and the West 30 feet of Lot Number 101 in Elzey's First Addition to the Original Plat of Waynedale, Allen County, Indiana.

This conveyance is subject to the current real estate taxes and all subsequent taxes; also subject to existing highways, easements, rights of way, assessments, and restrictions of record.

The grantor covenants that the premises are free from all encumbrances made by it, except as aforesaid; and that it shall warrant and defend the same to the said grantee and its assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it, except as aforesaid, but against none other.

State of Indiana, Allen County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 6th day of January 19 83 personally appeared:

JOANNE VALENTINE and Becky L Zimmerman as Vice President and Assistant Trust Officer respectively, of Lincoln National Bank and Trust Company of Fort Wayne, Trustee, its officers duly authorized to execute this deed,

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires May 3 19 86

KAREN HELLER, Notary Public
My Commission Expires 5-3-86
Resident of Adams County

Karen Heller
Notary Public

Resident of Adams County

This instrument prepared by Daniel E. Serban

MAIL TO: ROTHBERG'S BOX

Dated this 6th Day of January 19 83

LINCOLN NATIONAL BANK AND TRUST COMPANY OF FORT WAYNE

Seal

By *Joanne Valentine* Seal

JOANNE VALENTINE, Vice President

By *Becky L. Zimmerman* Seal

Assistant Trust Officer

DULY ENTERED FOR TAXATION

Seal

JAN 10 1983

James H. Douglas
AUDITOR OF ALLEN COUNTY

Seal

INSTRUMENT Q 6534

Attorney at Law

tax bills to:

North Coliseum Blvd.
Wayne, Indiana 46805

WARRANTY DEED

1981 JUN -2 PM 3:13
ALLEN COUNTY RECORDER
Myself of Wayne

This indenture witnesseth that CONSTANCE R. WENNER, over the age of 18 years

of Allen County in the State of Indiana

Conveys and warrants to AZAR'S WAYNE DALE, INC., an Indiana Corporation having its principal offices in

Allen County in the State of Indiana

for and in consideration of One Dollar (\$1.00) and other valuable consideration-----
the receipt whereof is hereby acknowledged, the following Real Estate in Allen County
in the State of Indiana, to wit: 125 feet of even width off of the entire north end
of the following described tracts of real estate, to-wit:

Lot No. 102 in Elzey's First Addition to the original plat of Waynedale,
all according to the recorded plat thereof.

ALSO, the east half of Lot No. 101 in Elzey's First Addition to the
original plat of Waynedale, all according to the recorded plat thereof.

Subject to tenant's rights and to all highways, rights-of-way, easements,
zoning and subdivision control ordinances, conditions and restrictions
of record.

Subject to all real estate taxes and installments, if any, on assess-
ments for public improvements now a lien against the real estate,
which taxes and installments on assessments Grantee assumes and agrees
to pay.

Subject to the unpaid principal balance in the amount of \$6,900.19
of the promissory note secured by the real estate mortgage given by
Everett J. Wenner and the Grantor herein to Lincoln National Bank and
Trust Company of Fort Wayne to secure the payment of \$22,000.00, dated
December 10, 1973, recorded December 12, 1973, as Document No. 73-30250
in the Office of the Recorder of Allen County, Indiana, which unpaid
principal balance and real estate mortgage Grantee assumes and agrees
to pay as a part of the consideration for the conveyance herewith made..

RECITAL: EVERETT J. WENNER and the Grantor received title to the within
described real estate by a warranty deed dated March 10, 1944, and
recorded in Deed Record 378, page 558, of the records of Allen County,
Indiana. The said EVERETT J. WENNER and the Grantor were husband and
wife on that date and remained husband and wife continuously thereafter
until his death on November 9, 1978.

State of Indiana, Allen County, ss:

Before me, the undersigned, a Notary Public in and for said County
and State, this 1st day of June, 1981
personally appeared:

CONSTANCE R. WENNER, over the age of 18
years, who, under the penalties for
perjury, verified the allegations
contained in the above and foregoing
recital

Dated this 1st Day of June 1981

Constance R. Wenner Seal
Constance R. Wenner

DULY ENTERED FOR TAXATION Seal

JUN 2 1981

Lillian J. Hoeglein Seal
AUDITOR OF ALLEN COUNTY

And acknowledged the execution of the foregoing deed. In witness
whereof, I have hereunto subscribed my name and affixed my of-
ficial seal. My commission expires March 13 1985

Roy A. Buskirk
Roy A. Buskirk Notary Public
Resident of Wells County.

INSTRUMENT # 2139 Seal

This instrument prepared by David C. Dale, P. O. Box 492, Bluffton, Indiana, Attorney at Law

MAIL TO: Rothberg Box (DAT)



ADOPTED BY THE INDIANA ASSOCIATION OF REALTORS, INC.

And for Use of Members Only,

OFFER TO PURCHASE REAL ESTATE

To Nick Stayanoff, REALTOR[®]
Fort Wayne, Indiana

February 7, 1979

The undersigned, hereinafter called purchaser, hereby agrees to purchase from the owner, hereinafter called the seller, through you as broker, the real estate known as No. 6810 Bluffton Rd. St., in the City (or town) of Fort Wayne, County of Allen, State of Indiana, the legal description of which is:

East 30 ft. of the South 195 ft. of Lot No. 101 and the South 195 ft. of Lot No. 102 in Elzey's First Addition to Waynedale, in Sec. 28, Twp. 30 North, R-12-E.

and to pay as the purchase price therefor the sum of

One hundred thousand and No/100-----DOLLARS (\$100,000.00)
payable as follows:

Three thousand and No/100-----DOLLARS (\$ 3,000.00)
as earnest money deposited with the broker herewith, which shall be applied on the purchase price at the closing of this transaction, and the balance of the purchase price shall be payable in accordance with Paragraph 3 & 4 as hereinafter set forth:

PARAGRAPH 1 (SALE BY DEED) The balance of the purchase price shall be paid in cash upon delivery of warranty deed.

PARAGRAPH 2 (SALE BY DEED ASSUMPTION OF MORTGAGE) A down payment of _____ DOLLARS (\$ _____),
of which the earnest money is a part, subject to a mortgage now of record in unpaid amount as of _____ 19____
of _____ DOLLARS (\$ _____),

interest at _____ annual
%, monthly payments of \$ _____, including principal and interest _____,
which the grantees agree to assume and pay.

PARAGRAPH 3 (SALE BY CONTRACT) The balance of the purchase price shall be paid as follows:

A down payment of Twenty Thousand and No/100-----DOLLARS (\$ 20,000.00)
of which the earnest money deposit shall be a part, and the balance of

Eighty Thousand and No/100-----DOLLARS (\$ 80,000.00)
shall be paid under the terms of the approved ~~Indiana Association of Realtors, Inc.~~ form of
LAND CONTRACT to be executed by the parties at the closing of the transaction, the interest rate therein to
be 8.75 %. Monthly payments of \$ 657.73 (25 year amortization) P & I included.

PARAGRAPH 4 (SALE ON OTHER BASIS) If neither Paragraphs 1, 2, or 3 is applicable, then upon the following terms:

Contract to have a life of not more than 10 years at which time unpaid principle
balance, along with any accrued interest shall become due in full.

Purchaser shall have complete possession on day of closing
Failure by seller to surrender possession on date of delivery of deed or land contract shall not make the seller a
tenant of purchaser, but in such event seller shall be obligated to pay purchaser \$- 0 - per day as liquidated
damages for each day seller holds over, and this provision shall not deprive purchaser of any other legal or equi-
table remedy available under the law.

Rents, if any, and interest on mortgage indebtedness, if any, shall be prorated as of date of closing.

Insurance shall be (prorated) (cancelled) as of date of closing.

~~Taxes shall be prorated as of the date of closing, that is to say, seller shall be charged with and pay taxes on~~
~~and real estate payable in the current year and for that portion of taxes payable the following year prorated as of~~
~~the date of closing and purchaser shall pay all taxes subsequent thereto.~~ Seller shall be charged with and shall
pay all delinquent payments on assessments for public improvements, if any, and all payments on such assessments
currently due. Purchaser shall pay all assessments for public improvements becoming payable and becoming a lien
after date of closing.

Purchaser shall be furnished, at seller's expense, a complete and merchantable abstract of title continued to
date as quickly as the same can be prepared, said abstract to show a merchantable or insurable title to said real
estate in the name of the grantors who will execute and deliver a general warranty deed (or contract of sale if so
specified herein) conveying said real estate (or in the case of a contract of sale, agreeing to convey) in the same
condition as it now is, ordinary wear and tear excepted, free and clear of all liens and encumbrances except as
stated herein and subject to easements or restrictions of record, if any. However, if sellers have Owners Title
Insurance, in that event purchasers shall be furnished, at sellers' expense, an Owners policy of Title Insurance in
the amount of \$ sale price. Should additional time be required for making or continuing such abstract, or
for correcting defects of title, reasonable extension of time shall be given.

This transaction is to be closed within 30 days after said abstract showing merchantable title or
binder for title insurance is delivered.

This offer is void if not accepted in writing on or before 12:00 o'clock noon of 12 day of Feb., 1979.

This purchase includes such lighting fixtures, window shades, venetian blinds, curtain rods, linoleum cemented
to floors, storm sash, screens, awnings, fences, clothes poles, laundry tubs, shrubbery, traverse rods, drapery
cranes, water heater, gas burner, oil burner, stoker, heat regulator, water pump, sump pump, pressure tank, water
softener, towel racks and bars, door bells or chimes, lattices, television tower, antenna and rotor now installed or
in use on the premises. Seller guarantees that all of the above accessories or appliances are fully paid for or will be
fully paid for, at the final closing of this transaction, unless otherwise herein stated.

The risk of loss or damage to improvements on said real estate or a substantial portion thereof by fire or other-
wise, until delivery of deed or contract, is assumed by seller, and if all or a substantial portion of said buildings
are so destroyed or damaged prior to execution of said deed or contract of sale, this agreement at the election of
the purchaser shall not be binding upon the purchaser, and in such event any earnest money deposited shall be
returned to the purchaser.

Admn. Appr. _____

DIGEST SHEETTITLE OF ORDINANCE Declaratory ResolutionB-85-01-2⁴~~3~~DEPARTMENT REQUESTING ORDINANCE Economic Development

SYNOPSIS OF ORDINANCE A Declaratory Resolution designating an "Economic
Revitalization Area" under I.C. 6-1.1-12.1. (6800 Bluffton Road; Azar's
Big Boy No. 1, Inc.)

EFFECT OF PASSAGE An old building that is presently on partially vacant
land will be razed and a 5,500 square foot restaurant will be con-
structed on the resurfaced area. This project will also add at least
43 new jobs to the Fort Wayne area.

EFFECT OF NON-PASSAGE Opposite of the above.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$725,000.00

ASSIGNED TO COMMITTEE (PRESIDENT) _____